

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
WESTERN DIVISION**

FRANKLIN EATON, JR.,)	
)	
Plaintiff,)	
)	
v.)	CASE NO. 7:09-cv-0454-SLB
)	
NCO FINANCIAL SYSTEMS, INC.,)	
)	
Defendant.)	

ORDER

This case is presently before the court on plaintiff’s Motion to Voluntarily Dismiss Claims Against NCO Financial Systems, Incorporated. (Doc. 10.) After the defendant has answered or served a Motion for Summary Judgment, “[A]n action may be dismissed at the plaintiff’s request only by court order, on terms that the court considers proper.” Fed. R. Civ. P. 41(a)(2). “The basic purpose of Rule 41(a)(2) is to freely permit the plaintiff, with court approval, to voluntarily dismiss an action so long as no other party will be prejudiced.” *Versa Products, Inc. v. Home Depot, USA, Inc.*, 387 F.3d 1325, 1327 (11th Cir. 2004)(quoting *LeCompte v. Mr. Chip, Inc.*, 528 F.2d 601, 604 (5th Cir. 1976)).

Plaintiff asks the court to dismiss his claims because the parties “have resolved their differences and desire that the claims against the Defendant . . . be dismissed with prejudice, costs taxed as paid.” (Doc. 10.) The court finds no party will be prejudiced by dismissal based on the parties’ settlement.

Therefore, plaintiff's Motion to Voluntarily Dismiss Claims Against NCO Financial Systems, Incorporated, (doc. 10), is **GRANTED**. Plaintiff's claims are **DISMISSED WITH PREJUDICE**. Each party shall bear his own costs.

DONE, this the 13th day of October, 2009.

A handwritten signature in black ink, reading "Sharon Lovelace Blackburn". The signature is written in a cursive style with a horizontal line underneath.

SHARON LOVELACE BLACKBURN
CHIEF UNITED STATES DISTRICT JUDGE